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6 Attorneys for Defendant  
 7 GLIMMERGLASS NETWORKS, INC.

8 IN THE UNITED STATES DISTRICT COURT  
 9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10  
 11 TERILOGY CO., LTD.,

CASE No. 3:08-CV-03364 EMC

12 Plaintiff,

[PROPOSED] ORDER AND  
 STIPULATION TO STAY THE  
 LITIGATION IN ORDER TO FINALIZE  
 SETTLEMENT AND CONTINUE THE  
 TRIAL DATE AND RELATED COURT  
 DEADLINES IN ACCORDANCE WITH  
 THE STAY

13 vs.

14 GLIMMERGLASS NETWORKS, INC.,

15 Defendant.

16 [N.D.L.R. 7-12]

17 Magistrate Judge Edward M. Chen  
 Courtroom C, 15<sup>th</sup> Floor

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 19  
 20 INTRODUCTION

21 Under the auspices of this Court's Mediation Program, Defendant  
 22 GLIMMERGLASS NETWORKS, INC. ("Defendant") and Plaintiff TERILOGY CO., LTD.  
 23 ("Plaintiff") reached a conditional settlement on Monday, March 9, 2009, with the assistance of  
 24 mediator Richard Collier, Esq. The condition is the exercise by Plaintiff, which is currently one of  
 25 Defendant's shareholders, of an option requiring the payment of money to Defendant to maintain  
 26 its status as preferred shareholder ("pay to play"). In order to determine whether or not to  
 27 exercise the option and make the payment to Defendant, Plaintiff needs time to evaluate certain  
 28 confidential financial information that Defendant has agreed to furnish. If Plaintiff elects to

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1 exercise the option and make the payment to Defendant, under the terms of the conditional  
 2 agreement (1) Defendant will make an agreed payment to Plaintiff, (2) Plaintiff and Defendant  
 3 will release each other of all claims they have against each other, and (3) Plaintiff and Defendant  
 4 will request this Court to dismiss this case. The parties have agreed that Plaintiff shall have until  
 5 April 3, 2009, to exercise the option. As noted, if Plaintiff exercises the option, this case will be  
 6 over. If it does not exercise the option, there will be no settlement. The terms of this conditional  
 7 settlement agreement are set forth in writing and have been signed by the parties. This recitation  
 8 is not intended to supersede, amend or modify that written conditional settlement agreement.

9                   In order to facilitate and enhance the prospects for final settlement of this matter,  
 10 the Parties desire to reduce the costs of litigation and have agreed to stipulate to and request the  
 11 Court to stay the litigation during the time that Plaintiff is evaluating whether or not to exercise  
 12 the option, to wit, until April 6, 2009, and to continue the trial for the same period of time, to wit,  
 13 until November 30, 2009.

14                   This Stipulation and the request to the Court embodied herein are made pursuant to  
 15 that agreement.

16                   STIPULATION

17                   Therefore, in furtherance of the parties' conditional settlement agreement, the  
 18 parties herein, by and through their attorneys of record, hereby stipulate and agree as follows:

19                   1.       Defendant GLIMMERGLASS NETWORKS, INC. ("Glimmerglass") and  
 20 Plaintiff TERILOGY, INC. ("Plaintiff"), hereby stipulate to stay the entirety of the litigation for  
 21 one month in order to finalize the conditional settlement agreement reached on Monday, March  
 22 9, 2009, and respectfully request the Court to order said stay;

23                   2.       As a consequence of the stay, the parties also stipulate to a continuance of  
 24 the trial of this matter and respectfully request that the Court continue for approximately one  
 25 month the trial date, currently set for November 2, 2009, to November 30, 2009; and

26                   3.       The parties further respectfully request that the Court continue for one  
 27 month the pretrial conference and all court appearances and deadlines currently scheduled in the  
 28 Court's Case Management and Pretrial Order of October 20, 2008.

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2 Dated: March 16, 2009

LONG & LEVIT LLP

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By Howard M. Garfield  
HOWARD M. GARFIELD  
JASON A. GELLER  
DAVID S. MCMONIGLE

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Attorneys for Defendant  
GLIMMERGLASS NETWORKS, INC.

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Dated: March 16, 2009

FARELLA BRAUN & MARTEL LLP

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By MARK D. PETERSEN  
MARK D. PETERSEN  
SEBASTIAN A. JEREZ

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Attorneys for Plaintiff  
TERILOGY CO., LTD.

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**ORDER**

17 Pursuant to the stipulation of the parties, IT IS ORDERED THAT the trial of this  
matter ~~remains to begin at~~ <sup>2</sup> ~~is continued to~~ 8:30 A.M., Monday, November 30, 2009, in Courtroom D, 15<sup>th</sup> Floor, 450  
18 Golden Gate, San Francisco, CA 94102. The Case Management and Pretrial Order of October  
19 20, 2008, is amended in the following respects only:

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- 21 1. All non-expert discovery shall be completed by 7/22/2009.
- 22 2. Experts shall be disclosed and reports provided by 7/22/2009.
- 23 3. Rebuttal experts shall be disclosed and reports provided by 8/04/2009.
- 24 4. All discovery from experts shall be completed by 8/20/2009.
- 25 5. The last day for hearing dispositive motions shall be 9/19/2009. <sup>9/2/09</sup>  
<sup>10/2/09</sup>
- 26 6. A pretrial conference shall be held on 11/17/2009 at 3:00 p.m. in Courtroom  
C15<sup>th</sup> Floor.
- 27 7. By 10/22/2009, lead counsel shall meet and confer regarding the matters  
<sup>9/2/09</sup>

*jl*

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1 set forth in paragraph 5 b of the Order.  
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3 8. By ~~11/2/2009~~<sup>10/15/09</sup>, counsel and/or parties shall serve and file a joint pretrial  
4 statement as specified in paragraph 5 (c) (1) of the Order.  
5

6 9. By ~~11/2/2009~~<sup>10/15/09</sup>, counsel shall serve and file the papers described in paragraph 5  
7 (c) (2) of the Order.  
8

9 10. By ~~11/2/2009~~<sup>10/15</sup>, after meeting and conferring in a good faith attempt to  
10 resolve any objections, counsel and/or parties shall serve and file the papers  
11 described in paragraph d of the Order.  
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13 Dated: March 19, 2009



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15 United States Mag. Judge Edward M. Chen  
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